



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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**Gloria Molina  
Mark Ridley-Thomas  
Zev Yaroslavsky  
Don Knabe  
Michael D. Antonovich**  
*Commissioners*

February 05, 2013

**ADOPTED**

Community Development Commission

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

1-D February 5, 2013

*Sachi A. Hamai*  
**SACHI A. HAMAI**  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE DISPOSITION OF COMMISSIONED-OWNED PROPERTY AT 10500 S. NORMANDIE AVENUE AND 1344 W. 105th STREET TO THE LOS ANGELES NEIGHBORHOOD LAND TRUST (DISTRICT 2) (3 VOTES)**

**SUBJECT**

This letter recommends that your Board approve the disposition of property owned by the Community Development Commission of the County of Los Angeles (Commission), located at 10500 S. Normandie Avenue and 1344 W. 105th Street (Property), in unincorporated Athens/Westmont, to the Los Angeles Neighborhood Land Trust (Land Trust). The Land Trust will work with the Commission to design and operate a community garden at the Property. Approval of these actions will provide skills and increase amenities for residents of affordable senior housing developments on 105th Street.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the disposition of this Property to the Land Trust is exempt from the California Environmental Quality Act (CEQA), as described herein, because the activities will not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Executive Director or his designee to execute the attached Disposition and Development Agreement (DDA) and all related documents necessary to dispose of the Property to the Land Trust, following approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to authorize the Commission to execute a Disposition

and Development Agreement and all related documents necessary to transfer the Property to the Land Trust.

The Land Trust will develop and operate a community garden at 10500 S. Normandie Avenue and 1344 W. 105th Street in unincorporated Athens/Westmont.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Land Trust will purchase the property from the Commission for \$1.00.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Commission purchased the parcels at 10500 S. Normandie Avenue and 1344 W. 105th Street in 1998 and 2001, respectively, using Community Development Block Grant funds allocated by the U.S Department of Housing and Urban Development. The Property is approximately 26,000 square feet.

The Commission has remediated the site. The Commission now wishes to dispose of the property to the Land Trust with whom it will work with to design the community garden. The Land Trust will also develop a training program which will provide community participants with information on how to cultivate their garden plots. Enrollment preferences for the training programs will be given to senior households residing at affordable senior housing developments on 105th Street.

The Land Trust is a nonprofit public benefit corporation that has been involved in the development and operation of community gardens for 10 years.

### **ENVIRONMENTAL DOCUMENTATION**

Pursuant to 24 Code of Federal Regulation, Part 58, Section 58.35(a)(5), this project is categorically excluded from the National Environmental Policy Act because it involves activities that will not significantly alter existing environmental conditions. It is categorically exempt from the provisions of CEQA. The project, disposition of Commission-owned property for design and eventual use as a community garden, is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15304 of the CEQA Guidelines and Class 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Disposition of the Property to the Land Trust will replace a vacant site with a community garden and provide amenities for County residents in the surrounding areas.

The Honorable Board of Supervisors

2/5/2013

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:cr

Enclosures

**DISPOSITION AND DEVELOPMENT AGREEMENT**

**ATHENS WESTMONT COMMUNITY GARDEN**

**by and between the**

**COMMUNITY DEVELOPMENT COMMISSION OF THE  
COUNTY OF LOS ANGELES**

**a public body corporate and politic**

**and**

**LOS ANGELES NEIGHBORHOOD LAND TRUST**

**a California nonprofit public benefit corporation**

**\_\_\_\_\_, 2013**

# DISPOSITION AND DEVELOPMENT AGREEMENT

## ATHENS WESTMONT COMMUNITY GARDEN

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## **SUMMARY OF DISPOSITION AND DEVELOPMENT AGREEMENT INFORMATION ATHENS WESTMONT COMMUNITY GARDEN**

This Summary of the Disposition and Development Agreement ("Summary") Information is hereby incorporated by reference into the attached Disposition and Development Agreement ("Agreement"). Each reference in the Agreement to any Contract Term of this Summary shall have the meaning as set forth in this Summary. In the event of a conflict between the Contract Terms of this Summary and the Agreement, the Contract Terms of the Agreement shall prevail.

### **CONTRACT TERMS OF AGREEMENT**

### **DESCRIPTION**

- |                          |  |
|--------------------------|--|
| 1. Effective Date:       | Upon signature by Community Development Commission of the County of Los Angeles  |
| 2. Contract Term:        | Commencing on the effective date and continuing for a period of five (5) years from commencement of operation of a Community Garden. |
| 3. CDC:                  | Community Development Commission of the County of Los Angeles, a public body, corporate and politic                                  |
| 4. Address of CDC:       | 700 W. Main Street<br>Alhambra, CA 91801   |
| 5. Developer:            | Los Angeles Neighborhood Land Trust., a California nonprofit public benefit corporation  |
| 6. Address of Developer: | 315 W. 9 <sup>th</sup> Street, Suite 1002<br>Los Angeles, CA 90015   |
| 7. Community Garden:     |  |
| 7.1 Name:                | Athens Westmont Community Garden   |
| 7.2 Site:                | 10500 S. Normandie Avenue and 1344 W. 105 <sup>th</sup> Street, Los Angeles, CA 90044  |
| 8. Purchase Amount:      | \$1.00   |

9. Recoverability of Site:

Upon the occurrence of an Event of Default as set forth in the Agreement, Site shall revert to ownership by the CDC

## DISPOSITION AND DEVELOPMENT AGREEMENT

### ATHENS WESTMONT COMMUNITY GARDEN

This Disposition and Development Agreement for the Athens Westmont Community Garden is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 ("Effective Date") between CDC and Developer.

#### **RECITALS**

- A. WHEREAS, Developer proposes to develop a community garden ("Project"). Development of community garden is described in Scope of Work, Exhibit A, and the project development scheduled is outlined in Project Development Timeline, Exhibit B to this Agreement. The Community Garden will be developed on a site commonly known at 10500 S. Normandie Avenue and 1344 W. 105<sup>th</sup> Street, Los Angeles, CA 90044 ("Site") legally described in Exhibit C to this Agreement.
- B. WHEREAS, operation of the Project will provide a community garden for persons of low and moderate income as defined by the U.S. Department of Housing and Urban Development (HUD) for the Los Angeles – Long Beach Metropolitan Statistical Area.
- C. WHEREAS, the Quitclaim Deed shall contain a right of reverter, to ensure Project is completed in accordance with the Contract Terms of this Agreement.
- D. WHEREAS, CDC has agreed to sell the Site to Developer for \$1.00 subject to the Contract Terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

#### **1. TRANSFER OF TITLE**

- 1.1. Except to the extent CDC's Executive Director, or his designee, directs in writing that some or all of the deliveries occur outside of Escrow, delivery of the executed Quitclaim Deed (Exhibit E) to be recorded shall be carried out through an escrow account ("**Escrow**") to be established by the Parties with a title or escrow company specifically approved in writing for this transaction by CDC ("**Escrow Holder**"). Developer shall obtain CDC's approval of an Escrow Holder and open Escrow not later than ninety (90) days following execution of this Agreement. The Parties may execute supplemental instructions to Escrow Holder consistent with the Contract Terms of this Agreement, but in the event of a conflict between the Contract Terms of this Agreement and any supplemental escrow instructions, the Contract Terms of this Agreement shall control. Except as otherwise expressly provided herein, any fees and costs incurred by Escrow Holder in the performance



of its duties hereunder and agreed to be paid by Parties shall be paid solely by Developer.

1.2. The obligation of CDC to transfer title under this Agreement shall be expressly subject to satisfaction of the following conditions (collectively, the “**Closing Conditions**”) on or before the date (“**Closing Deadline**”) which is thirty (30) days following the Effective Date of this Agreement:

1.2.1. Developer shall deposit \$1.00 in Escrow;

1.2.2. Receipt by CDC of proposed community garden’s development scope of work satisfactory to CDC;

1.2.3. Receipt by CDC of proposed community garden’s development timeline satisfactory to CDC;

1.2.4. Receipt by CDC of plan prepared by Developer outlining actions to be taken by Developer to secure an operator for the operation and maintenance of the community garden satisfactory to CDC.

1.2.5. Receipt by CDC of satisfactory proof of insurance as outlined in Section 3.1.8 of this Agreement.

1.3. When, and only when, Escrow Holder has confirmed that Closing Conditions 1.2.1 through 1.2.5 above have been satisfied, and has received written certification from CDC’s Executive Director, or his designee, that all other Closing Conditions have been timely satisfied or waived, then Escrow Holder shall carry out the close of Escrow (“**Close of Escrow**”) by:

1.3.1. Causing the Quitclaim Deed, transferring title from CDC to Developer, to be recorded in the Official Records of Los Angeles County, California;

1.3.2. Promptly following recordation, delivering conformed copies of the recorded documents to CDC and Developer.

1.4. Time is of the essence with respect to the rights and obligations of the Parties under this Agreement and if the Close of Escrow does not occur prior to the Closing Deadline, then Escrow shall terminate, and Escrow Holder shall promptly return all funds and documents to the Party depositing them.

1.5. Developer agrees that it shall have had adequate access to the Property and shall have had the opportunity to conduct any and all inspections of the Property to its full and complete satisfaction, and if Developer acquires Property from CDC, Developer acknowledges that it will be purchasing the Property with knowledge of all conditions of the Property. Developer acknowledges that it is capable of evaluating the Property’s suitability for Developer’s intended use. Developer agrees that: (i) Developer shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the

Property); and (ii) Developer is relying solely upon such inspections, examinations, third party reports provided to Developer and evaluation of Site by Developer.

- 1.6. The Site is being sold and conveyed hereunder and Developer agrees to accept the Property "AS-IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by CDC. CDC makes no representations or warranties, express or implied, as to the Property, or the transaction contemplated by this Agreement. No person acting on behalf of Developer is authorized to make (and by the execution hereof, Developer hereby agrees that no person has made) any representation, agreement, statement, warranty, guaranty, or promise regarding the Property and no representation, warranty, agreement, statement, guaranty or promise, if any, made by and any person acting on behalf of CDC shall be valid or binding upon Developer. Developer hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties or covenants, whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by CDC. Developer hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.
- 1.7. UPON THE CLOSING, DEVELOPER HEREBY AGREES TO ASSUME ALL RISKS AND LIABILITIES RELATED TO THE PROPERTY (INCLUDING AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING) WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING) OR CDC'S OWNERSHIP THEREOF, DEVELOPER HEREBY WAIVES AND RELEASES CDC, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PRINCIPALS, AGENTS, ATTORNEYS, EMPLOYEES AND SUBSIDIARIES, FROM ANY AND ALL CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, EXPENSES, DEMANDS, LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEY FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING) OR CDC'S OWNERSHIP THEREOF.

DEVELOPER ACKNOWLEDGES THAT IT IS FAMILIAR WITH AND VOLUNTARILY WAIVES ANY RIGHT OR BENEFIT ARISING FROM SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”

DEVELOPER WAIVES AND RELINQUISHES ANY RIGHT OR BENEFIT IT HAS OR MAY HAVE UNDER THIS CODE SECTION OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION.

DEVELOPER'S INITIALS: \_\_\_\_\_

## **2. PURPOSE OF TRANSFER**

The purpose of the conveyance of land from CDC to Developer shall be for Developer to construct a community garden. The Community Garden must at a minimum, ensure that fifty-one percent (51%) of the total households served have a household income that does not exceed eighty (80%) of Area Median Income as defined by HUD for the Los Angeles-Long Beach Metropolitan Statistical Area.

Developer acknowledges that Site was acquired utilizing HUD Community Development Block Grant (CDBG) Program funds allocated to the County of Los Angeles and administered by the CDC. Developer acknowledges that it will comply with all CDBG beneficiary reporting requirements for a five (5) year period as outlined in Exhibit D.

Developer acknowledges that in the event the operation of a Community Garden becomes infeasible, the Site may be used for another public purpose eligible under the CDBG Program regulations, and as approved by CDC and in consultation with County.

## **3. COVENANTS OF DEVELOPER**

As additional consideration for transferring ownership of land to Developer, Developer covenants as follows:

- 3.1.1. Compliance with Laws. Developer shall comply with all Applicable Governmental Restrictions. As used herein, “**Applicable Governmental Restrictions**” shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which hereafter, be in force, of any governmental entity, agency or political subdivision as they pertain to the performance of this Agreement or development or operation of the Project, including specifically but without

limitation all code and other requirements of the jurisdiction in which the Project is located; the California Environmental Quality Act (CEQA); and any federal, state, and local laws. Developer shall indemnify, defend, and hold CDC harmless for any suit, cost, attorney's fees, claim, administrative proceeding, damage, wage award, fine, penalty or liability arising out of or including, without limitation, the nonpayment of prevailing wages required to be paid in connection with the Project. Developer is solely responsible for determining the applicable laws, and shall not rely on statements made by CDC. Developer acknowledges that CDC has not represented that the Project is not a "public work" as defined in Labor Code Section 1720 et seq.; and Developer shall notify CDC and Developer's contractors and subcontractors immediately upon learning of any investigation or determination by the California Department of Industrial Relations as to whether or not the Project is a "public work."

3.1.2. Disclosures. Developer shall make available for inspection and audit to CDC's representatives, upon seventy-two (72) hours' written request, from time to time during the Contract Term, at Developer's offices, or, if requested by CDC, at another location within Los Angeles County, all of the books and records relating to the operation of the Project and this Agreement. All such books and records shall be maintained by Developer until the end of the Contract Term; provided that in the event of any litigation, claim or audit is started before the expiration of the Contract Term, said books and records shall be retained until all litigation, claims, or audit findings involving said books and records shall have been resolved.

3.1.3. Other Reports. Upon seventy-two (72) hours' written notice, from time to time during the Contract Term, Developer shall prepare and submit to CDC, any financial, program progress, monitoring, evaluation or other reports (including, but not limited to, documents related to construction and Project financing) reasonably required by CDC or its representatives as they relate to the Project or this Agreement; provided, however, if such requested reports are not capable of being prepared and submitted to CDC within such seventy-two (72) hour period, then within a reasonable time thereafter. Developer shall ensure that its employees, agents, officers, and board members furnish such information, which in the reasonable judgment of CDC representatives or employees, may be relevant to a question of compliance with this Agreement. Developer shall retain all existing records and data relating to this Project until expiration of the Contract Term. In the event any litigation, claims or audit is started during the Contract Term, said books and records shall be retained until all litigation, claims or audit findings involving said books and records have been resolved.

3.1.4. Indemnification.

3.1.4.1. **General Indemnification**

CDC shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Site, for any injury or damage to the Premises,

or to any property of Developer, or to any property of any other person, entity or association on or about the Site. Developer agrees to indemnify, defend and hold harmless the CDC from and against any and all Claims, from any cause whatsoever, including, but not limited to the acts, errors, or omissions of Developer, that arise out of, pertain to, or relate to the Developer's tenancy, the services to be provided in relation to the Premises or Project, Developer's use of the Site or Premises, including adjoining sidewalks and streets, or any of its operations or activities thereon or connected thereto. Developer, however, shall not be required to indemnify CDC for Claims caused by the sole negligence or willful misconduct of CDC. This section 3.1.4.1 shall remain in force and effect following the termination or expiration of this Agreement.

**3.1.4.2. Hazardous Materials Indemnification**

- (a) Developer agrees to indemnify, defend and hold harmless the CDC from and against any and all Claims incurred by or asserted against CDC in connection with, arising out of, in response to, or in any manner relating to violation of any Environmental Law, or any Release, threatened Release and any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Site. Developer, however, shall not be required to indemnify CDC for Claims caused by the sole negligence or willful misconduct of CDC.
- (b) For purposes of this Section 21.02, the following definitions shall apply:
  - (i) "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. '9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code '25316 and '25281(d), all chemicals listed pursuant to the California Health & Safety Code '25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition shall not include substances which occur naturally on the Site.
  - (ii) "Environmental Law" shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.
  - (iii) "Release" shall mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance.

- (c) This section 3.1.4.2 shall remain in force and effect following the termination or expiration of this Agreement.

**3.1.4.3. Abuse Indemnification.**

Developer further agrees to indemnify, defend, and hold harmless the CDC from and against any and all Claims relating to Developer's and its employee's, representative's, consultant's, and agent's acts or omissions, whether civil or criminal, intentional or unintentional, including, without limitation, allegations or acts of physical abuse, mental abuse, psychological abuse, sexual abuse, molestation, maltreatment, or mistreatment, in relation to this Agreement, Premises, Project, the Developer's tenancy, or the services to be provided in relation to the Premises or Project. The indemnification language in favor of CDC shall also be incorporated in Developer's contracts with any and all entities with which it contracts in relation to this Agreement, Premises, Project, the Developer's tenancy, or the services to be provided in relation to the Premises or Project. This section 21.03 shall remain in full force and effect following the termination or expiration of this Agreement.

- 3.1.5. Audit by State and Federal Agencies. In the event this Agreement or Site transfer is subject to audit, monitoring or other inspections by appropriate state and federal agencies, Developer shall comply with such inspections and pay on behalf of itself and CDC the full amount of the cost to the inspecting agency which result from such inspections, if any, unless such inspection and any resulting liability arises solely from the gross negligence or willful misconduct of CDC.

- 3.1.6. Program Evaluation and Review. Developer shall allow CDC authorized personnel to inspect and monitor its Project facilities and Program operations as they relate to the Project or this Agreement, including interviewing of Developer's staff, Developers, Project operator, program participants, as reasonably required by CDC during the Contract Term.

- 3.1.7. Hazardous Materials. Developer covenants that it shall not deposit or permit the deposit of Hazardous Materials in, on or upon the Site or the Project. Developer further covenants to remove or remediate, at its expense (subject to any reimbursement it may be able to obtain from third Parties) any Hazardous Materials located in, on or upon the Site or the Project as of the date hereof or which are deposited in, on or upon the Site or the Project from and after the date hereof and during the Developer's ownership of the Site or the Project, including any asbestos, lead-based paint and any other Hazardous Materials located in the Project, to the extent required by and in accordance with the requirements of all applicable governmental restrictions, including, without limitation, all applicable laws. The foregoing shall not be construed or understood to prohibit Developer from allowing Hazardous Materials to be brought upon the Project so long as they are

materials which are customary to the normal course of business in the operation of a well-designed community garden facility and so long as such materials are used, stored and disposed of in accordance with all applicable governmental restrictions. Except with respect to any claims solely caused by CDC, Developer shall indemnify, defend and hold CDC and its members, directors, agents, officers and employees harmless from and against any Claims arising directly or indirectly out of the presence of Hazardous Materials in, on or upon the Site or the Project, existing as of the date hereof or deposited (or claimed to have been deposited) in, on or upon the Site or the Project from and after the date hereof and during Developer's ownership of the Site or the Project, including without limitation any claims arising out of any deposits of Hazardous Materials described in (i) and (ii) hereinabove or out of Developer's failure to remove or remediate all such Hazardous Materials in, on or upon the Site and the Project, as required above. Except with respect to any claims solely caused by CDC, Developer hereby releases and forever discharges CDC and its agents, officials and representatives from all present and future claims, demands, suits, legal and administrative proceedings and from all losses and liabilities arising out of or in any way connected with Developer's ownership of the Site, operation of the Project, or any condition of environmental contamination in, on, under, upon or around the Site, or the existence of Hazardous Materials in any state in, on, under, upon or around the Site, and in connection with such release and waiver Developer is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

For the purposes of this Agreement, the Contract Term "**Hazardous Materials**" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601 et seq.), (ii) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (iii) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (v) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (vi) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.), (vii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (CA Health & Safety Code Section 25300 et seq.), (viii) the Hazardous Waste Control Law

(CA Health & Safety Code Section 25100, et seq.), (ix) the Porter-Cologne Water Quality Control Act (CA Water Code Section 13000 et seq.), (x) the Safe Drinking Water and Toxic Enforcement Act of 1986, (xi) the Hazardous Materials Release Response Plans and Inventory (CA Health & Safety Code Section 25500 et seq.), (xii) the Air Resources Law (CA Health & Safety Code Section 39000 et seq.), or (xiii) in any of the regulations adopted and publications promulgated pursuant to the foregoing.

In the event that archeological resources are exposed during Project construction, all earth disturbing work within the Site must be temporarily suspended or redirected until a professional archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume.

3.2. Insurance. Without limiting Developer's indemnifications of the CDC provided in this Agreement, Developer and/or the entities with which Developer contracts, shall procure and maintain at their own expense the insurance described in this section for the duration of this Agreement, unless otherwise set forth herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Developer shall, concurrent with the execution of this Agreement, deliver to the CDC certificates of insurance with original endorsements evidencing the general liability and automobile insurance coverage required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this agreement, but no later than 40 days following execution of this agreement. Developer shall deliver satisfactory evidence of issuance of property insurance and worker's compensation insurance described below at the request of the CDC. Developer shall deliver satisfactory evidence of issuance of professional liability insurance once the Design Professionals are hired for the Project or Developer begins to provide professional services, whichever comes first. (For purpose of these insurance requirements, "Design Professionals" shall include, but not be limited to, the following: architects, structural engineers, civil engineers, geotechnical engineers and environmental consultants.) The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The CDC reserve the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the CDC and may provide for such deductibles as may be acceptable to the CDC. In the event such insurance does provide for deductibles or self-insurance, Developer agrees that it and/or the entities with which it contracts, will defend, indemnify and hold harmless the CDC in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the CDC are to be given at least thirty (30) days' written notice in advance of any



cancellation or any reduction in limit(s) for any policy of insurance required herein. Developer shall give the CDC immediate notice of any insurance claim or loss which may be covered by insurance. Developer represents and warrants that the insurance coverage required herein will also be provided by Developer's general contractors, subcontractors, and Design Professionals, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

Athens Westmont Community Garden  
10500 S. Normandie Avenue  
Los Angeles, CA 90044

The aforementioned insurance policies shall be primary insurance with respect to the CDC. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of the CDC. Failure on the part of Developer and/or any entities with which Developer contracts, including, but not limited to any Design Professionals and general contractors, to procure or maintain the insurance coverage required herein shall constitute a material breach of this Agreement pursuant to which the Commission may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Developer to Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier. Developer's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Developer or the insurance carrier.

When Developer is naming the CDC as additional insureds on any of the commercial general liability insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity, with which Developer is contracting, is naming the CDC as additional insureds on any of the commercial general liability insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Developer and any entity with which Developer contracts for the duration of this Agreement unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or its equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$4,000,000
Products/ Completed Operations Aggregate	\$2,000,000

Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

CDC shall be named as additional insureds on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." CDC shall be named as additional insureds on such policy.

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Developer is not providing professional services, then it is the responsibility of Developer to obtain separate written approval from CDC to eliminate this professional liability insurance requirement solely as to Developer. In any event, Developer shall still require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services in relation to the Premises or Project.

E. PROPERTY INSURANCE: Developer shall obtain "Special Form" property insurance coverage, which shall include, without limitation, builders risk insurance and insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The amount of the property coverage shall at all times exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Premises. There shall not be a "co-insurance" clause. If a coinsurance waiver is not commercially available at reasonable rates, CDC may waive this requirement. Said insurance shall be maintained for the duration of this Agreement. The CDC shall be named as loss payees on such policy.

In addition to the above mentioned insurance requirements, Developer acknowledges that it and/or its subcontractors will be working with and will come into close contact with minors and senior citizens in relation to the training services that will be provided in relation to the Project or Premise ("Training Services"). Developer represents and

warrants that it has conducted extensive background checks on all of its employees, representatives, consultants, subcontractors, and agents, and it has determined that they do not have any criminal or civil backgrounds working or dealing with minors or senior citizens that should prevent them from providing any Training Services. Developer acknowledges and agrees that situations may arise in which Developer or its subcontractors and a minor or senior citizen find themselves alone in relation to the Training Services. Developer represents and warrants that no Training Services shall be rendered in closed door meetings. Developer represents and warrants that it has written policies and procedures in place regarding working with minors and senior citizens, and all of its employees, representatives, consultants, subcontractors, and agents, have received such policy and procedure and/or had formal training on such. Developer acknowledges and agrees that a material inducement to the Commission in entering into this Agreement is that the Developer has such policies and procedures in place, has given formal training on such, takes these issues seriously, and acts immediately and appropriately to address any issues or concerns regarding such. At anytime upon Commission's reasonable notice, Developer shall provide copies of all policies, procedures, background check materials (redacted for confidential information as applicable), and other relevant information upon which Developer's above representations are based. If Developer fails to provide information, documents, and materials to support its representations to the satisfaction of Commission, then Commission may, in its sole discretion, elect to terminate this Agreement.

Developer agrees that it will require all of the above mentioned insurance requirements are incorporated in any contract it enters into with any entity in relation to the Premises, Project, or Training Services.

#### **3.2.1. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by CDC. At the option of CDC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CDC, its officers, employees and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### **3.2.2. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage:

(a) The insured CDC, is to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Developer; products and completed operations of the Developer, premises owned, occupied or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the insured CDC and their respective officers, agents, employees or Commissioners.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured CDC and their respective officers, agents, employees or Commissioners.

(c) The Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2.3. Other Agreement or Loans. Developer shall comply with all monetary and nonmonetary covenants associated with any Agreement or loan secured by an interest in the Site or the Project, including but not limited to the Senior Financing, the Junior Financing and the Other Financing. Developer shall provide to CDC a copy of any notice of default within five (5) business days after receiving any notice of a default or alleged default of such covenants by Developer, and Developer shall promptly cure any such default and cooperate in permitting CDC, to the extent CDC in its sole discretion elects to do so, to cure or assist in curing the default.

3.2.4. Environmental Conditions. Developer shall comply with any CEQA mitigation measures outlined in Exhibit F or other environmental conditions imposed by CDC or any other applicable governmental authority in connection with the Project.

#### 4. USE OF PROPERTY

4.1. Limitations on Program Participants. Notwithstanding anything to the contrary in this Agreement, Developer hereby covenants on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer, that for a period of five (5) years as described herein, Developer and such successors and assigns shall use the Site solely for the purpose of operating the Project as a community garden. A minimum of fifty-one percent (51%) of participants must be low income households.

**"Low Income Households"** shall mean persons and families whose gross annual household incomes do not exceed the qualifying limits for low income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, which qualifying limits are otherwise set forth in Section 6932 of Title 25 of the California Code of Regulations and are equivalent to eighty percent (80%) of Area Median Income, adjusted for family size and other adjustment factors by HUD for the Los Angeles – Long Beach Metropolitan Statistical Area.

#### 4.2. AFFIRMATIVE MARKETING REQUIREMENTS

In accordance with the CDBG program regulations as well as the California Fair Employment and Housing Act, Developer must adhere to the following affirmative marketing guidelines in order to create awareness for the general public and certain community groups as to the availability of the CDBG-assisted facility.

4.2.1. APPLICABILITY Developer is required to develop and provide to CDC for approval, an affirmative marketing plan and procedures for all CDBG assisted developments. Procedures to be used must identify how persons in the market area who are not likely to apply for services without special outreach shall be informed and made aware of community garden.

4.2.2. THE AFFIRMATIVE MARKETING PLAN. The Developer's Affirmative Marketing Plan shall consist of a written marketing strategy designed to provide information and to attract eligible persons in the market area to the available c services without regard to race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. It shall describe initial advertising, outreach (community contacts) and other marketing activities, which will inform potential clients of the availability of the services. It shall also outline an outreach program which includes special measures designed to attract those groups identified as least likely to apply, and other efforts designed to attract persons from the total eligible population.

**A. Outreach Steps Required:**

1. The Affirmative Marketing Plan shall outline:

- a. Commercial Media to be used (i.e., community newspapers and non-English language newspapers, radio, television, billboards, religious or local real estate publications, etc.).
- b. Marketing efforts to be used (i.e., brochures, letters, handouts, direct mail, signs, etc.)
- c. Community contacts to supplement formal communications media for the purpose of soliciting group(s) least likely to apply for the available housing. They should be individuals or organizations that have direct and frequent contact with those identified as least likely to apply (i.e., service agencies, community organizations, places of worship, etc.). The contacts should also be chosen on the basis of their positions of influence within the general community and the particular target group. The Developer must agree to establish and maintain contact with the identified contacts.
- d. Specify means to assure that information regarding the availability of accessible/adaptable rental units reaches eligible individuals with disabilities will be disseminated to increase effectiveness of outreach and communications (e.g., Telecommunications Devices for the Deaf (TTY), materials on tape or in Braille, accessible locations for activities and meetings, etc.)

- e. State that access to all offices for the Project will be accessible to persons with disabilities as required by the American with Disabilities Act.

**B. WAITING LIST SELECTION** The Developer shall also provide for the selection of program participants from a written waiting list in the chronological order of their application, insofar as is practicable, and provide prompt written notification to any rejected applicants and provide the grounds for any rejection.

**4.3. Participant Selection Process; Reports and Records Concerning Participants.**

Developer shall ensure such records and satisfy such reporting requirements as may be reasonably imposed by CDC to monitor compliance with the requirements described in Section 4.1 above, including without limitation the requirement that Developer deliver reports to CDC commencing at the close of the first full calendar year following the date of the initial operation of the Project, and continuing annually thereafter, setting forth the name of each participant, the income of the participants' household, the number of household members in the participants household, and any other information requested by CDC. Developer shall also be required to obtain evidence from each household as may be reasonably required by CDC to certify such participant's qualification for receiving services of the Project. Developer's obligation to provide such reports shall remain in force and effect for the same duration as the use covenants set forth in Section 4.1.

**4.4. Management of Project.** Subject to the Contract Terms and conditions contained herein below, Developer shall at all times during the operation of the Project pursuant to this Agreement retain an entity or operate the project itself ("**Manager**") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Developer shall, before execution or any subsequent amendment or replacement thereof, submit and obtain CDC's reasonable written approval, which shall not be unreasonably withheld, conditioned or delayed, of an operations contract ("**Operations Contract**") entered into between Developer and an entity ("**Operations Entity**") reasonably acceptable to CDC. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Operations Contract may be for a Contract Term of up to five (5) years and may be renewed for successive Contract Terms in accordance with its Contract Terms, but may not be amended or modified without the written consent of CDC. The Operations Contract shall also provide that the Operations Entity shall be subject to termination for failure to meet Project maintenance and operational standards set forth herein or in other agreements between Developer and CDC. Developer shall promptly terminate any Operations Entity which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding sixty (60) days from Operation Entity's receipt of notice of the failure from Developer or CDC. Developer's obligation to retain an Operations Entity shall remain in force and effect for the same duration as the use covenants set forth in Section 4.1.

**4.5. Operations and Maintenance.** Developer hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind

every successor and assign in interest of Developer, that Developer and such successors and assigns shall use the Site solely for the purpose of operating the Project and related ancillary improvements thereon, in accordance with and of the quality prescribed by this Agreement, Maintenance Standards (Exhibit G).

Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the Project, nor any portion thereof, shall be improved, used or occupied in violation of any Applicable Governmental Restrictions or the restrictions contained in this Agreement. Furthermore, Developer and its successors and assigns shall not maintain, commit, or permit the maintenance or commission on the Site or in the Project, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the Project, or any portion thereof.

Developer shall, at its expense, (i) maintain all improvements and landscaping on the Site in good working order, condition, and repair (and, as to landscaping, in a healthy and thriving condition) in accordance with the Plans for the Project (which must be approved by CDC (such approved plans, the "Plans") and all Applicable Governmental Restrictions, and (ii) manage the Project and Project finances reasonably prudently and in compliance with Applicable Governmental Restrictions so as to maintain a safe and attractive environment for Project and without compromising the safety and attractiveness of the environment of the Project.

#### **5. DEVELOPER'S OBLIGATION TO REFRAIN FROM DISCRIMINATION.**

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Developer itself or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of program participants, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants set forth herein shall remain in effect in perpetuity.

#### **6. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES.**

Developer shall refrain from restricting the participation of persons in activities at the Site or any portion thereof on the basis of race, color, creed, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In leases: "The lessee herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupants, lessees, sublessees, subdevelopers, or vendees in the land herein leased.

(b) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the Parties to this contract or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupants, lessees, subdevelopers, sublessees, or vendees of the premises."

## **7. INDEPENDENT CONTRACTOR.**

In their performance of this Agreement, all Parties hereto will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Developer shall bear the sole responsibility and liability for furnishing or causing the General Contractor to furnish workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Developer pursuant to this Agreement.

## **8. ASSIGNMENT OF THIS AGREEMENT.**

This Agreement shall be assignable by Developer only if Developer obtains the prior express written consent of CDC, which consent may be withheld by CDC in its sole discretion. Notwithstanding anything to the contrary in this Agreement, no purported assignment of this Agreement shall be effective if such assignment would violate the Contract Terms, or conditions and restrictions of any Applicable Governmental Restrictions. CDC's consent to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by CDC in its sole discretion including, without limitation, any and all documents deemed necessary by CDC to provide for said assignee's assumption of all of the obligations of Developer hereunder and under the Agreement, and (ii) CDC's approval of the financial and credit-worthiness of such proposed assignee and the assignee's ability to perform all of the Developer's obligations under this Agreement.



Any attempt by Developer to assign any performance or benefit under the Contract Terms of this Agreement, without the prior written consent of CDC as provided herein, shall be null and void and shall constitute a material breach of this Agreement. In accordance with the foregoing, in the event of (i) a sale or transfer of Developer's interest in the Site, or (ii) a sale or transfer of more than forty-nine percent (49%) of its present ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis, or (iii) a sale or transfer of the Project, occurring without the written consent of CDC, CDC may, at its option, by written notice to Developer, declare Developer in default under this Agreement.

## **9. EVENTS OF DEFAULT AND REMEDIES.**

A. Developer Events of Default. The occurrence of any of the following shall, after the giving of any notice and the expiration of any applicable cure period described therein, constitute an event of default by Developer hereunder ("**Event of Default**"):

(1) The failure of Developer to pay or perform any monetary covenant or obligation hereunder, without curing such failure within ten (10) days after the date such payment is due;

(2) The failure of Developer to perform any nonmonetary covenant or obligation hereunder or under the Contract Terms of this Agreement, without curing such failure within thirty (30) days after receipt of written notice of such default from CDC (or from any party authorized by CDC to deliver such notice as identified by CDC in writing to Developer) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a nonmonetary obligation is such that it cannot be cured within a thirty- (30-) day period, it shall be deemed cured if Developer commences the cure within said thirty- (30-) day period and diligently prosecutes such cure to completion thereafter with the cure completed in any event within 180 days after the notice. Notwithstanding anything herein to the contrary, the herein described cure periods shall not apply to any Event of Default described in Sections 9(A)(3) through 9(A)(7) below;

(3) The material falsity of any representation or breach of any warranty or covenant made by Developer under the Contract Terms of this Agreement;

(4) Developer or any constituent member or partner, or majority shareholder, of Developer shall (a) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (b) fail to pay or admit in writing its inability to pay its debts generally as they become due, (c) make a general assignment for the benefit of creditors, (d) be adjudicated a bankrupt or insolvent or (e) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ten (10) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

(5) If without the application, approval or consent of Developer, a proceeding shall be instituted in any court of competent jurisdiction, under any law

relating to bankruptcy, in respect of Developer or any constituent member or partner, or majority shareholder, of Developer, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of Developer or of all or any substantial part of Developer's assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Developer, in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment, or (b) continue undismissed, or pending and unstayed, for any period of ninety (90) consecutive days;

(6) Following completion of the construction of the Project, voluntary cessation of the operation of the Project for a continuous period of more than thirty (30) days or the involuntary cessation of the operation of the Project in accordance with this Agreement for a continuous period of more than sixty (60) days;

(7) Developer shall suffer or attempt to effect an assignment in violation of Section 8 above or a transfer as defined in Section 22 below.

B. CDC Remedies. Upon the occurrence of an Event of Default hereunder, CDC may, in its sole discretion, take any one or more of the following actions:

- (1) By notice to Developer, declare the Developer in default of this Agreement, and require that title of the Site be reverted to the CDC;
- (2) CDC may take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, in the sole discretion of CDC, to retrieve ownership of Site and to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement or under any other document executed in connection herewith;
- (3) Upon the occurrence of an Event of Default which is occasioned by Developer's failure to pay money, whether under this Agreement, the CDC may, but shall not be obligated to, make such payment. If such payment is made by CDC, Developer shall deposit with CDC, upon written demand therefore, such sum plus interest at a rate of 10%. The Event of Default with respect to which any such payment has been made by CDC shall not be deemed cured until such repayment has been made by Developer;
- (4) Upon the occurrence of an Event of Default described in Section 9(A)(4) or 9(A)(5) hereof, CDC shall be entitled and empowered by intervention in such proceedings or otherwise to file and prove a claim for the return of ownership of the Site, in the case of commencement of any judicial proceedings, to file such proof of claim and other papers or documents as may be necessary or advisable in the judgment of CDC and

its counsel to protect the interests of CDC and to collect and receive any monies or other property in satisfaction of its claim.

C. No Remedy Exclusive. No remedy herein conferred upon or reserved to CDC is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute; and may be exercised in such number, at such times and in such order as CDC may determine in its sole discretion. No delay or omission to exercise any right or power upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by CDC. In order to entitle CDC to exercise any right or remedy reserved to it under this Agreement, no notice shall be required except as expressly provided herein.

D. CDC Default and Developer Remedies. Upon fault or failure of CDC to meet any of its obligations under this Agreement without curing such failure within thirty (30) days after receipt of written notice of such failure from Developer specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency provided, however, that if any CDC default cannot be cured in said 30 day period, it shall be deemed cured if CDC commences the cure within the 30 day period and diligently promotes such cure to completion Developer may, as its sole and exclusive remedies:

(1) Bring an action in equitable relief seeking the specific performance by CDC of the Contract Terms and conditions of this Agreement or seeking to enjoin any act by CDC which is prohibited hereunder; and

(2) Bring an action for declaratory relief seeking judicial remedies for Contract Termination of the meaning of any provision of this Agreement.

Without limiting the generality of the foregoing, Developer shall in no event be entitled to, and hereby waives, any right to seek monetary damages of any kind or nature, including indirect or consequential damages of any kind or nature from CDC arising out of or in connection with this Agreement, and in connection with such waiver Developer is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## **10. RIGHT OF ACCESS AND INSPECTION.**

Upon 24 hours written notice, CDC shall have the right at any time during normal business hours and from time to time to enter upon the Site for purposes of inspection.

**11. CONFLICT OF INTEREST; NO INDIVIDUAL LIABILITY.**

## **12. AMENDMENTS, CHANGES AND MODIFICATIONS.**

### 13. EXECUTION OF COUNTERPARTS.

## 14. NOTICES.

With a copy to: Community Development Commission  
of the County of Los Angeles

700 W. Main Street  
Alhambra, California 91801  
Attn: Director of Economic and Housing Development  
Fax No. (616) 943-3818

If to Developer: Los Angeles Neighborhood Land Trust  
315 W. 9<sup>th</sup> Street, Suite 1002  
Los Angeles, CA 90015  
Attn: Alina Bokde

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; or (iii) one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

#### **15. SEVERABILITY.**

The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

#### **16. INTERPRETATION.**

Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Agreement are for convenience only and do not define or limit any Contract Terms or provisions. Time is of the essence in the performance of this Agreement by Developer. Each Party has been represented by counsel in the negotiation of this Agreement, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting.

#### **17. NO WAIVER; CONSENTS.**

Any waiver by CDC must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by CDC to take action on account of any default of Developer. Consent by CDC to any act or omission by Developer will not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for CDC's consent to be obtained in any future or other instance.

## **18. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of California.

## **19. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS OF DEVELOPER.**

Developer hereby represents, warrants and covenants to CDC that:

A. Organization and Standing. Developer is a legal entity as described in the Transaction Summary above, duly formed, qualified to operate in California and validly existing and in good standing in the State of California, and has all requisite power and authority to enter into and perform its obligations under this Agreement and all other documents executed in connection herewith.

B. Enforceability. This Agreement and all other instruments to be executed by Developer in connection with the Agreement constitute the legal, valid and binding obligation of Developer, without joinder of any other party.

C. Authorization and Consents. The execution, delivery and performance of this Agreement and all other instruments to be executed in connection herewith is consistent with the operating agreement, partnership agreement, or articles and bylaws governing Developer, and have been duly authorized by all necessary action of Developer's members, partners, directors, officers and shareholders.

D. Due and Valid Execution. This Agreement and all other instruments to be executed in connection herewith, will, as of the date of their execution, have been duly and validly executed by Developer.

E. Licenses. Developer will obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities to own and operate the Project.

F. Litigation and Compliance. There are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of Developer (other than those as have been previously disclosed in writing to CDC) which could impair its ability to perform its obligations under this Agreement, nor is Developer in violation of any laws or ordinances which could impair Developer's ability to perform its obligations under this Agreement.

G. Default. There are no facts now in existence which would, with the giving of notice or the lapse of time, or both, constitute an "Event of Default" hereunder, as described in Section 9.

H. No Violations. The execution and delivery of this Agreement, and all other documents executed or given hereunder, and the performances thereunder by

Developer, as applicable, will not constitute a breach of or default under any instrument or agreement to which Developer may be a party nor will the same constitute a breach of or violate any law or governmental regulation.

## **20. APPROVALS.**

Any consent to an assignment or a transfer under Section 8 or 22 of this Agreement, and any other consent or approval by CDC under this Agreement, may be given by CDC's Executive Director without action of CDC's governing board unless the Executive Director in his or her sole discretion elects to refer the matter to CDC's governing board.

Except with respect to those matters set forth hereinabove providing for CDC's approval, consent or determination to be at CDC's "sole discretion" or "sole and absolute discretion," CDC hereby agrees to act reasonably with regard to any approval, consent, or other determination given by CDC hereunder. CDC agrees to give Developer written notice of its approval or disapproval following submission of items to CDC for approval, including, in the case of any disapproved item, the reasons for such disapproval. Any review or approval of any matter by CDC or any CDC official or employee under this Agreement shall be solely for the benefit of CDC, and neither Developer nor any other person shall rely upon such review or approval as an indication of the wisdom, soundness, safety, appropriateness, or presence or absence of any matter. Without limiting the generality of the foregoing, Developer and not CDC shall be solely responsible for assuring compliance with laws, and the operation of the Project.

## **21. GOOD FAITH AND FAIR DEALING.**

CDC and Developer agree to perform all of their obligations and the actions required of each hereunder in good faith and in accordance with fair dealing.

## **22. ASSIGNMENT OF INTEREST IN THE SITE OR THE PROJECT.**

22.1. Without the prior written approval of CDC (or CDC's Executive Director), which approval CDC may withhold in its sole and absolute discretion, Developer shall not (i) sell, encumber, assign or otherwise transfer (collectively, "**Transfer**") all or any portion of its interest in the Site or the Project; or (ii) permit the Transfer of greater than forty-nine percent (49%) of its ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis. Notwithstanding the foregoing, CDC hereby consents to the events described in Section 8.0 hereof without Developer obtaining any further consent from CDC. Developer hereby agrees that any purported Transfer not approved by CDC as required herein shall be ipso facto null and void, and no voluntary or involuntary successor to any interest of Developer under such a proscribed Transfer shall acquire any rights pursuant to this Agreement.

22.2. At any time Developer desires to effect a Transfer hereunder, Developer shall notify CDC in writing (the "**Transfer Notice**") and shall submit to CDC for its prior

written approval (i) all proposed agreements and documents (collectively, the "**Transfer Documents**") memorializing, facilitating, evidencing and/or relating to the circumstances surrounding such proposed Transfer, and (ii) a certificate setting forth representations and warranties by Developer and the proposed transferee to CDC sufficient to establish and ensure that all requirements of this Section 22 have been and will be met. No Transfer Documents shall be approved by CDC unless they expressly provide for the assumption by the proposed transferee of all of Developer's obligations under the Agreement. The Transfer Notice shall include a request that CDC consent to the proposed Transfer. CDC agrees to make its decision on Developer's request for consent to such Transfer promptly, and use reasonable efforts to respond not later than thirty (30) days after CDC receives the last of the items required by this Section 22. In the event CDC consents to a proposed Transfer, then such Transfer shall not be effective unless and until CDC receives copies of all executed and binding Transfer Documents which Transfer Documents shall conform with the proposed Transfer Documents originally submitted by Developer to CDC. From and after the effective date of any such Transfer, Developer shall be released from its obligations under the Agreement accruing subsequent such effective date.

22.3. Notwithstanding anything in this Agreement to the contrary, Developer agrees that it shall not be permitted to make any Transfer, whether or not CDC's consent is required thereof and even if CDC has consented thereto, if there exists an Event of Default under this Agreement at the time the Transfer Notice is tendered to CDC or at any time thereafter until such Event of Default has been cured.

22.4. The provisions of this Section 22 shall apply to each successive Transfer and proposed transferee in the same manner as initially applicable to Developer under the Contract Terms set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

**COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES**



By: \_\_\_\_\_  
SEAN ROGAN  
Executive Director

APPROVED AS TO FORM:

JOHN F. KRATTLI,  
County Counsel

By: \_\_\_\_\_  
EDWARD YEN  
Deputy

**DEVELOPER:**  
LOS ANGELES NEIGHBORHOOD LAND  
TRUST  
a California nonprofit corporation

By: \_\_\_\_\_  
Name:  
Title:

## **EXHIBIT A**

### **SCOPE OF WORK**

The development of the Community Garden at 10500 S. Normandie Ave., Los Angeles, CA 90044 will be undertaken by Los Angeles Neighborhood Land Trust. The Garden will consist of approximately XXplots each of which will not exceed XX square feet. A site plan showing the location of the plots is attached at Attachment 3(A). The development of the garden will include restrooms, and a storage facility of 20 ft x 8ft x 8ft sea storage container which shall bear the address on the rooftop to be easily viewed from above by emergency helicopters. Entry to the site will be accessible via a pedestrian gate on Normandie Avenue, vehicle gate on 105<sup>th</sup> Street and a vehicle gate accessible from the alley on the south side of the site. A lockable bike rack will be available. A vegetable wash station will be available for all members. In the front amphitheatre section of the garden there will be 3 picnic style benches with collapsible fold up umbrella for providing shade during hot days. A trash container will be installed near on the southeast side of the parcel. Drip irrigation will be incorporated into the system design to meet the requirements of AB1881.

The following programming will be developed for gardeners and local community:

#### Gardening Classes

Healthy eating classes for seniors, stakeholders, and students at local schools

Victory Garden

Community meetings

Community Rallies

Movie Night screenings

Community festival

Puppet making workshops

Bike maintenance/repair workshops

Rainwater capture training

Composting classes

Health and wellness classes

Art Classes

Events speakers

Farm Stand

Open air concerts

Aztec Dancing classes

Interfaith prayers circles

Permaculture design classes

Cob oven/bench making classes

Solar oven classes

Food preserving classes

Exercise classes (i.e. yoga, senior exercise classes)

**EXHIBIT B**  
**PROJECT DEVELOPMENT TIMELINE**

**EXHIBIT C**  
**LEGAL DESCRIPTION**

**PARCEL 6060-011-906**

10500 S. NORMANDIE AVENUE  
LOS ANGELES, CA 90044

PARCEL 1:

THE SOUTH 50 FEET OF LOT 41 AND THE SOUTH 50 FEET OF THE WEST HALF OF LOT 43 OF ORIGINAL SUNNYSIDE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 171 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THE NORTH 134 FEET OF LOT 41 OF ORIGINAL SUNNYSIDE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 171 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 6060-011-908**

1344 W. 105<sup>TH</sup> STREET  
LOS ANGELES, CA 90044

THE WESTERLY 50 FEET OF THE NORTH 134 FEET OF LOT 43, ORIGINAL SUNNYSIDE, UNINCORPORATED AREA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAY RECORDED IN BOOK 7 PAGE 171 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## **EXHIBIT D**

### **Community Development Block Grant Program Requirements**

Developer shall comply with all requirements of the Community Development Block Grant Program ("CDBG"). The CDBG Program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. Developer acknowledges that the project is being qualified under the CDBG program as a Low-Moderate Client Project as defined in Sections 570.208(a)(2)(i)(A), 570.208(a)(2)(i)(B) and 570.208(a)(2)(i)(C) or 570.208(a)(2)(i)(D).

Developer acknowledges that a minimum of 51% of the number of garden plots must be utilized by households whose household income does not exceed eighty percent (80%) of Area Median Income ("AMI") as defined by the United States Department of Housing and Urban Development ("HUD") for the Los Angeles-Long Beach Metropolitan Statistical Area, adjusted for family size. Developer agrees to utilize the attached Client Intake Form (Exhibit 1) to qualify all participating households and recertify each participant household on an annual basis. Developer shall have each participant complete an Annual Income Documentation Worksheet (Exhibit 2), and attach a copy of source documentation utilized to calculate income. Developer shall then classify participant as Extremely Low-Income, Low-Income, Moderate-Income or Above Moderate Income. On an annual basis, CDC shall provide Developer with a schedule defining Income levels. Income levels for 2013 are attached as (Exhibit 3)

On the First (1<sup>st</sup>) day of the months of January, April, July and October, Developer shall provide quarterly reports listing information for the prior quarter. For example, the report submitted on January 1 shall contain information pertaining to the prior months of October, November and December. Quarterly reports shall contain the following information:

1. Project Name
2. Reporting Period
3. Contact information of Preparer
4. Total Number of Participants (cumulative) and assisted during the reporting period
5. Total Number of Female-Headed Households (cumulative) and assisted during the reporting period
6. Total Number of Participants (cumulative) and assisted during the reporting period for the following Race/Ethnicity benefit group:
  - a. American Indian/Alaskan Native & Black/African American-Hispanic
  - b. American Indian/Alaskan Native & Black/African American-Non-Hispanic
  - c. American Indian/Alaskan Native & White- Hispanic
  - d. American Indian/Alaskan Native & White- Non-Hispanic
  - e. American Indian/Alaskan Native & Hispanic
  - f. American Indian/Alaskan Native & Non-Hispanic
  - g. Asian-Hispanic
  - h. Asian- Non-Hispanic
  - i. Asian and White- Hispanic
  - j. Asian and White- Non-Hispanic
  - k. Black/African American & White – Hispanic
  - l. Black/African American & White – Non-Hispanic
  - m. Black/African American – Hispanic
  - n. Black/African American- Non-Hispanic
  - o. Native Hawaiian/Other Pacific Islander-Hispanic
  - p. Native Hawaiian/Other Pacific Islander-Non-Hispanic
  - q. Other Race-Hispanic
  - r. Other Race- Non-Hispanic

- s. White-Hispanic
- t. White- Non-Hispanic
- 7. Total Number of Participants (cumulative) and assisted during the reporting period for the following Income benefit group:
  - a. Extremely Low-Income
  - b. Low-Income
  - c. Moderate-Income
  - d. Above Moderate Income
- 8. Quarterly and Cumulative percentage of participants that have extremely low, and low-income levels.
- 9. A quarterly narrative. The narrative for the fourth quarter shall also include a cumulative annual narrative.
- 10. Any other documentation the Developer may feel is relevant to portray the current operation of the garden

Unless otherwise directed in writing by CDC, Quarterly reports shall be submitted electronically via email to [carolina.romo@lacdc.org](mailto:carolina.romo@lacdc.org).

## EXHIBIT 1

## CLIENT INTAKE FORM

PROGRAM \_\_\_\_\_

CLIENT INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (     ) \_\_\_\_\_

THIS IS A FEDERALLY FUNDED PROGRAM. FOR REPORTING PURPOSES ONLY,  
PLEASE PROVIDE THE FOLLOWING DEMOGRAPHIC INFORMATION

### Racial Background

Mark X next to the category that best describes your origin.

### Single Categories

- ☐ American Indian / Alaska Native  
☐ Asian  
☐ Black / African American  
☐ Native Hawaiian / Other Pacific Islander  
☐ White

## Double Categories

- ☐ American Indian or Alaska Native AND White  
☐ Asian AND White  
☐ Black or African American AND White  
☐ American Indian or Alaska Native AND Black or African American

**Other** - for individuals not identified above

### Ethnic Background

*Mark X next to the category that best describes your ethnicity.*

- ☐ No, not Spanish/Hispanic/Latino  
☐ Yes, Mexican, Mexican Am., Chicano  
☐ Yes, Puerto Rican  
☐ Yes, Cuban  
☐ Yes, other Spanish/Hispanic/Latino

## Household Information – Check one

- \_\_\_\_\_ A female heads the household where this client resides.
- \_\_\_\_\_ A male heads the household where this client resides.

**FOR STAFF USE ONLY**

Date of intake

Signature \_\_\_\_\_

Residency Census Tract (Not required for "Citywide" projects)

**Family Income Information** (Please reference your CDBG Exhibit A Contract)

**LMA Projects 570.201(a)(1)**

Type of Documentation Provided to Verify Residency \_\_\_\_\_  
Attach photocopy to Intake Form

**LMC Projects 570.208 (a)(2)(i)(A) Groups Presumed to principally be of Low-and Moderate Income**

Client provided documentation to verify ONE OF THE FOLLOWING: Elderly person. Abused child, severely disabled, homeless, battered spouse, illiterate adult, person with AIDS, migrant farm worker

Attached Type of Documentation Provided
---

**LMC Projects 570.208 (a)(2)(i)(B) Require Income Documentation**

Complete Income Documentation Worksheet, photocopy and attach documentation, or attach signed Public Service Self-Certification, if approved. Indicate appropriate Income Category below.

- ☐ Extremely Low-Income                      ☐ Moderate-Income  
☐ Low-Income                                  ☐ Above Moderate Income

**LMC Projects** 570.208 (a)(2)(i)(C) or 570.208(a)(2)(i)(D) Limits Services to Low- & Moderate Income ONLY.

Attached Type of Documentation Provided

**EXHIBIT 2**  
**ANNUAL INCOME DOCUMENTATION WORKSHEET**

SOURCE OF INCOME	ANNUAL GROSS INCOME	RECIPIENT NAME	DOCUMENTATION
Business/Personal Salary (employment)			<ul style="list-style-type: none"> <li>• Last 3 paychecks (<i>not older than 6 months</i>); or</li> <li>• Employment and salary documentation form completed by employer; or</li> <li>• Federal or State income tax returns or W-2 (<i>not older than 1 year</i>).</li> </ul>
Supplemental Security Income or Disability (SSI/SSD)			<ul style="list-style-type: none"> <li>• Monthly award check (<i>not older than 6 months</i>); or</li> <li>• Form SSA-2458 (requested from local Social Security Office); or</li> <li>• Award letter (<i>not older than 1 year</i>); or</li> <li>• Bank statement showing direct deposits of award check (<i>not older than 6 months</i>).</li> </ul>
Aid for Families with Dependent Children (AFDC)			<ul style="list-style-type: none"> <li>• Award letter stating benefit amount (<i>not older than 1 year</i>); or</li> <li>• Monthly award check (<i>not older than 6 months</i>); or</li> <li>• Written and signed statement from caseworker stating benefit amount (<i>not older than 6 months</i>).</li> </ul>
General Relief			
Pension			<ul style="list-style-type: none"> <li>• Pension check (<i>not older than 6 months</i>); or</li> <li>• Pension award letter showing monthly benefit; or</li> <li>• Bank statement showing direct deposit of pension check (<i>not older than 6 months</i>).</li> </ul>
Alimony			<ul style="list-style-type: none"> <li>• Weekly or monthly check; or</li> <li>• Court decree establishing payment ("divorce papers"); or</li> <li>• Affidavit of child support signed by applicant.</li> </ul>
Child Support			
Unemployment Insurance			<ul style="list-style-type: none"> <li>• Award notice stating benefit; or</li> <li>• Payment booklet; or</li> <li>• Unemployment affidavit signed by applicant.</li> </ul>
Self-Employment Profits			<ul style="list-style-type: none"> <li>• Account records (for current fiscal year); or</li> <li>• Most current quarterly income tax return (<i>not older than 6 months</i>).</li> </ul>
Interest and Dividend			<ul style="list-style-type: none"> <li>• Bank statement showing last 12</li> </ul>



Income			<p>months of interest; or</p> <ul style="list-style-type: none"> <li>Federal income tax return showing interest earned (<i>not older than 1 year</i>); or</li> <li>Investment statements indicating the amount of dividends earned (<i>not older than 1 year</i>).</li> </ul>
Rental Property Income			<ul style="list-style-type: none"> <li>Rent check (<i>not older than 6 months</i>); or</li> <li>Rent receipt book; or</li> <li>Property rental agreement signed by current Developer showing monthly rent; or</li> <li>Income tax return declaring earned rental income (<i>not older than 1 year</i>).</li> </ul>
TOTAL	\$	/yr	

**EXHIBIT 3**  
**2012 FEDERAL INCOME LEVELS**



**LOS ANGELES COUNTY**

# **CDBG BULLETIN**

**COMMUNITY DEVELOPMENT COMMISSION • 2 Coral Circle • Monterey Park, California 91755**

NUMBER: **11-0031** SUBJECT: **2012 INCOME GUIDELINES**

DATE: **December 15, 2011** EFFECTIVE DATE: **IMMEDIATELY** PAGE **1** OF **2**

**TO: COMMUNITY-BASED ORGANIZATIONS  
PARTICIPATING CITIES  
COUNTY DEPARTMENTS  
CDC DIVISIONS  
OTHER PUBLIC AGENCIES**

The 2012 income guidelines (effective December 1, 2011) for use in the Community Development Block Grant (CDBG) Program are listed below. These guidelines should be used to determine compliance with the national objective of providing benefit to low- and moderate-income persons. They are also used in determining eligibility for the Public Housing and Section 8 Programs, and are effective until a new schedule is issued.

**INCOME LIMITS**

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Moderate-Income	\$47,250	\$54,000	\$60,750	\$67,450	\$72,850	\$78,250	\$83,650	\$89,050
Low-Income	\$29,550	\$33,750	\$37,950	\$42,150	\$45,550	\$48,900	\$52,300	\$55,650
Extremely Low-Income	\$17,750	\$20,250	\$22,800	\$25,300	\$27,350	\$29,350	\$31,400	\$33,400

Please note that the 2012 median family income for Los Angeles County is \$64,800.

These guidelines refer to low-income and extremely low-income. In order to clarify any misunderstanding resulting from the differences in terms between the Public Housing/Section 8 Programs and the CDBG Program, the following is provided for your information:



Participating Agencies  
December 15, 2011  
Page Two

COMPARISON OF TERMS IN DETERMINING INCOME LEVELS		
CDBG	SECTION 8	PERCENT OF MEDIAN
Extremely Low-Income	Extremely Low-Income	Equal to or less than 30%
Low-Income	Very Low-Income	31% to 50%
Moderate-Income	Low-Income	51% to 80%

For all agencies utilizing CDBG-approved *Public Self-Certification Forms*, please be sure to incorporate these revised income guidelines into your forms immediately.

Should you have any questions, please contact your Program Manager.

Sincerely,



TERRY GONZALEZ, Director  
Community Development Block Grant Division

TG:AC:AM:LH:vu  
K:\CDBG COMMON\Special Projects\Bulletins\2011\2012 income guidelines.doc

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DIVISION  
CERTIFICATION OF ELIGIBLE USE  
REAL AND NON-EXPENDABLE PROPERTIES  
PROJECT NO. 601365**

**INSTRUCTIONS:** Check off reporting period, sign certification, and submit to the following:

Community Development Commission  
Community Development Block Grant Division  
Program Management Unit  
2 Coral Circle  
Monterey Park, CA 91755

**REPORTING PERIOD ENDING:** ☐ June 30, 2013   ☐ June 30, 2014   ☐ June 30, 2015   ☐ June 30, 2016   ☐ June 30, 2017

**CERTIFICATIONS:**

- The Los Angeles Neighborhood Land Trust certifies that the land utilized to develop a community garden at 10500 S. Normandie Avenue and 1344 W. 105<sup>th</sup> Street, Los Angeles, CA 90044, purchased with CDBG funds is being used for the identified eligible activity and purpose as provided in this Disposition and Development Agreement effective \_\_\_\_\_, 2013.
- The Los Angeles Neighborhood Land Trust understands and accepts that the use of the property is subject to audit by the U.S. Department of Housing and Urban Development (HUD) and by the Community Development Commission (CDC), County of Los Angeles. Additionally, Los Angeles Neighborhood Land Trust understands and accepts that in the event the operation of a Community Garden becomes infeasible, the Site may be used for another public purpose eligible under the CDBG Program regulations, and as approved by the Commission and in consultation with the County of Los Angeles.

\_\_\_\_\_  
Los Angeles Neighborhood Land Trust  
Representative's Signature

\_\_\_\_\_  
Date

Please print the following information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**EXHIBIT E**  
**QUITCLAIM DEED**

**RECORDING REQUESTED BY  
COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

Community Development Commission  
County of Los Angeles  
700 W. Main Street  
Alhambra, CA 91801  
Attention: Carolina Romo

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

Space above the line for Recorder's use  
ASSESSOR'S IDENTIFICATION NUMBERS  
6060-011-906 AND 6060-011-908

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

**QUITCLAIM DEED**

THE **COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES**, a public body corporate and politic, ("Grantor"), for the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

**LOS ANGELES NEIGHBORHOOD LAND TRUST ("Grantee")**

all of the rights, title and interest in and to the described real property ("Property"). The Property is located in the unincorporated territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A, which is incorporated by reference as though set forth in full.

**SUBJECT TO AND GRANTEE TO ASSUME:**

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. At all times and under all conditions, said Property and all services provided thereon shall be equally open and available to County of Los Angeles ("County") residents of incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given County residents of the incorporated area not equally accorded County residents of the unincorporated territory.
- d. At all times and under all conditions, the Property shall be continuously operated as a Community Garden of which fifty-one percent (51%) of all total participant households served shall have incomes that do not exceed eighty percent (80%) of Area Median Income as defined by the U.S. Department of Housing and Urban Development for the Los Angeles-Long Beach Metropolitan Statistical Area. In the event that Grantor determines that Grantee or other owner in possession is not complying with this restriction, then all right title and interest in and to said Property shall automatically revert back to the Grantor upon Grantor's provision of a thirty (30) day notice to Grantee or other owner in possession of its failure to comply with this restriction and without any necessity of any other affirmative action on the part of the Grantor.
- e. In the event the operation of a community garden becomes infeasible, the Property may be used for another public purpose eligible under the Community Development Block Grant

f. Unless specifically waived by Grantor, the restrictions outlined in Paragraphs (c) and (d) hereinabove shall be an encumbrance upon the Property for the five (5) year period commencing as of the date this document is recorded in the office of the County of Los Angeles Registrar-Recorder, and at the conclusion of said five (5) year period, shall have no further force and effect.

Signature\_\_\_\_\_

## EXHIBIT A

### **PARCEL 6060-011-906**

10500 S. NORMANDIE AVENUE  
LOS ANGELES, CA 90044

#### PARCEL 1:

THE SOUTH 50 FEET OF LOT 41 AND THE SOUTH 50 FEET OF THE WEST HALF OF LOT 43 OF ORIGINAL SUNNYSIDE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 171 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL 2:

THE NORTH 134 FEET OF LOT 41 OF ORIGINAL SUNNYSIDE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 171 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### **PARCEL 6060-011-908**

1344 W. 105<sup>TH</sup> STREET  
LOS ANGELES, CA 90044

THE WESTERLY 50 FEET OF THE NORTH 134 FEET OF LOT 43, ORIGINAL SUNNYSIDE, UNINCORPORATED AREA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAY RECORDED IN BOOK 7 PAGE 171 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## **EXHIBIT F**

### **ENVIRONMENTAL MITIGATION MEASURES**

Title: Athens Westmont Community Garden





**EXHIBIT G**  
**MAINTENANCE STANDARDS**  
**Community Development Commission of the County of Los Angeles**  
**ORDINARY MAINTENANCE AND REPAIRS**

Ordinary maintenance is the routine work of keeping the buildings, grounds, and equipment in such condition that they may be utilized continually at their original or designed capacities and efficiencies for their intended purposes. Minor repair is the restoration of the facility to a condition substantially equivalent to its original capacity. Minor replacement is the substitution of component parts of equipment to extend its useful life.

In order to assure that the Community Garden on the Site is kept in a decent, safe, and sanitary condition, the buildings, grounds, and equipment are to be maintained in a manner that will preserve their condition. "Grounds" includes lawns, roads, walks and other paved areas, trees and plants, fences, play areas, drainage facilities, etc. "Buildings" includes roofs, attic spaces, gutters and downspouts, walls, porches, foundations, crawl spaces, windows, floors, doors, etc. "Equipment" covers all items such as utility lines and piping, heating and plumbing equipment, pumps and tanks, ranges and refrigerators, tools, etc.

Set forth below are the standards for the degree of maintenance, repair and cleaning necessary to qualify as "safe, decent and sanitary." The Standards describe the minimum level of cosmetic repair and degree of cleanliness necessary to effectively market the dwelling units and to satisfy the needs of prospective residents. In brief, rental units are to be free of all defects (as described herein) and have an appealing and desirable appearance.

- A. Sanitation. Garden shall be clean and sanitary. All rubbish, garbage, trash, litter, debris, and abandoned personal property are to be removed from the grass, walks, steps, parking areas, and other grounds, as well as the roofs, gutters and window wells.
- B. Lawn Maintenance. Grounds shall be examined for proper drainage and, if necessary, graded to prevent the accumulation of stagnant water and to prevent water from seeping into building structures. All soil areas shall be sodded or seeded, as necessary, to prevent erosion, except garden areas at scattered sites. Weeds, saplings and uncut grass along the foundations of the house and garage, the fences, the walks, the parking areas, the sidewalk expansion joints and the window wells are to be removed. All grounds are to be free of noxious weeds. Bushes, hedges and trees are to be trimmed, if necessary. Grass shall be cut as often as necessary so that it does not exceed five (5) inches in height. The yard will be raked, as necessary.
- C. Walks and Steps. All front walks, sidewalks, rear walks, steps, driveways and parking pads shall be maintained in such a manner that there are no cracks or heaves large enough to create a safety hazard. Remove chipped and loose pieces of concrete and asphalt, as needed. Remove all graffiti.

- D. Wall Graffiti. Wall graffiti and other unsightly markings on exterior walls are to be removed daily. If the graffiti is offensive in nature (profanity, gang slogans, etc.) it will be removed immediately.

## **EXHIBIT H**

### **Commission Requirements**

The Developer agrees to comply with the following Commission requirements:

1. Termination for Improper Consideration

Commission may, by written notice to the Developer, immediately terminate the right of the Developer to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Developer, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Developer's performance pursuant to this Agreement. In the event of such termination, Commission shall be entitled to pursue the same remedies against the Developer as it could pursue in the event of default by the Developer.

The Developer shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to Commission's Executive Director or his designee.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

2. Confidentiality of Reports

The Developer shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of Commission.

3. Commission's Quality Assurance Plan

Commission will evaluate Developer's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Developer's compliance with all contract terms and performance standards. Developer deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by Commission and Developer. If improvement does not occur consistent with the corrective measure, Commission may terminate this Agreement or seek other remedies as specified in this Agreement.

4. Developer's Warranty of Adherence to Commission's Child Support Compliance Program

Developer acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through contract are in compliance with their court-ordered child, family and spousal support obligations, in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles County.

As required by the Commission's Child Support Compliance Program and without limiting Developer's duty under this Agreement to comply with all applicable provisions of law, Developer warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

5. Termination For Breach of Warranty to Maintain Compliance With Commission's Child Support Compliance Program

Failure of Developer to maintain compliance with the requirements set forth in Paragraph 4, "Developer's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Developer under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of this Agreement, failure to cure such default within 90 calendar days of written notice shall be grounds upon which the Commission may terminate this Agreement pursuant to said paragraph 4 and pursue debarment of Developer, pursuant to Commission policy.

6. Post Most Wanted Delinquent Parents List

Developer acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Developer understands that it is County's and Commission's policy to strongly encourage all Developers to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Developer's place of business. The Child Support Services Department (CSSD) will supply Developer with the poster to be used.

7. Independent Contractor

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Developer.

8. Drug-Free Workplace Act of the State of California

Developer certifies under penalty of perjury under the laws of the State of California that the Developer will comply with the requirements of the Drug-Free Workplace Act of 1990.

9. Compliance with Laws

The Developer agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. If the compensation under this Agreement is in excess of \$100,000 then Developer shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Developer must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Developer shall comply with the following laws:

10. Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Developer shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

Developer shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

Developer shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

13. Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-discrimination in Employment by Government Contractors and Subcontractors)

Developer shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, ancestry, marital status, or disability. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Developer will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Developer's commitments under Section 202 of Executive

Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Developer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Developer will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Developer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Developer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Developer will take such actions with respect to any subcontract or purchase order as Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Developer becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by Commission, the Developer may request the United States to enter into such litigation to protect the interests of the United States.

14. Notice to Employees Regarding the Federal Earned Income Credit

Developer shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

15. Use of Recycled-Content Paper Products

Developer agrees to use recycled-content paper to the maximum extent possible on the Project in order to reduce the amount of solid waste deposited at the County landfills.

16. Developer Responsibility and Debarment

- A. A responsible Developer is a Developer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible Developers.
- B. The Developer is hereby notified that if the Commission acquires information concerning the performance of the Developer on this or other contracts which

indicates that the Developer is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Developer from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Developer may have with the Commission.

- C. Commission may debar a Developer if the Board of Commissioners finds, in its discretion, that the Developer has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority of the County of Los Angeles (HACOLA), (2) committed any act or omission which negatively reflects on the Developer's quality, fitness or capacity to perform a contract with the County, the Commission or HACOLA or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or HACOLA or any other public entity.
- D. If there is evidence that the Developer may be subject to debarment, Commission will notify the Developer in writing of the evidence which is the basis for the proposed debarment and will advise the Developer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Developer and/or the Developer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Developer should be debarred, and, if so, the appropriate length of time of the debarment. If the Developer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Developer may be deemed to have waived all rights of appeal.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Developer has been debarred for a period longer than five years, that Developer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Developer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.



- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Developer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, HACOLA, or Commission contractors, consultants, vendors and agencies.

17. Section 3 of the Housing and Community Development Act of 1968, as Amended

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Developer agrees to send to each labor organization or representative of workers with which the Developer has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Developer's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Developer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action,

as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Developer will not subcontract with any subcontractor where the Developer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the Developer is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Developer's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

18. Barriers For the Disabled

The Project shall be developed to comply with all applicable federal, state and local requirements for access for disabled persons.

19. Lead-Based Paint

Developer and its contractors and subcontractors shall not use lead-based paint in construction or maintenance of the Project. Developer shall cause this provision to be incorporated in all contracts and subcontracts for work performed on the Site which involve the application of paint.

20. Notice To Employees Regarding The Safely Surrendered Baby Law

Developer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how

to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

21. Developer's Acknowledgment of Commission's Commitment To The Safely Surrendered Baby Law

Developer acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. Developer understands that it is the Commission's policy to encourage all Commission Developers to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the Developer's place of business. Developer will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply Developer with the poster to be used.

22. Lobbyist Ordinances

Federal Lobbyist Requirements: Developer is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

Developer must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Developer will comply with the Lobbyist Requirements.

Failure on the part of the Developer or persons/subcontractors acting on behalf of the Developer to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

23. Compliance With Jury Service Program.

- A. Unless Developer has demonstrated to the Commission satisfaction either that Developer is not a "Contractor" as defined under the Jury Service Program or that Developer qualifies for an exception to the Jury Service Program, Developer shall have and adhere to a written policy that provides that its Employees shall receive from the Developer, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Developer or that the Developer deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee"

means any California resident who is a full time employee of Developer. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Developer has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Developer uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

- C. If the Developer is not required to comply with the Jury Service Program when the Contract commences, Developer shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Developer shall immediately notify County if Developer at any time either comes within the Jury Service Program's definition of "Contractor" or if Developer no longer qualifies for an exception to the Program. In either event, Developer shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Developer demonstrate to the County's satisfaction that Developer either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Developer continues to qualify for an exception to the Program.
- D. Developer's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Developer from the award of future County contracts for a period of time consistent with the seriousness of the breach.

24. Developer's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers For Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Developers to complete the "Charitable Contributions Certificate" form included herewith, the Commission seeks to ensure that all Commission Developers that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Developer that received or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

## FEDERAL LOBBYIST REQUIREMENTS

### CERTIFICATION

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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Acting on behalf of the above named firm, as its Authorized Official, the following Certification to the United States Department of Housing and Urban Development (HUD) and the Community Development Commission/Housing Authority/Housing Authority, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriation funds have been paid for or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and;
- 3) The above named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).  
**However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate

**Instructions for the Requester of Form W-9.**

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

**Exempt From Backup Withholding**

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;



9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





## AUTHORIZATION FOR BUSINESS CREDIT PROFILE

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: (\_\_\_\_) \_\_\_\_\_

This form is solely for the purpose of obtaining a business credit profile provided to the Community Development Commission/Housing Authority/Housing Authority, County of Los Angeles by a reputable credit agency to gain satisfactory evidence of the bidder's financial background, stability and condition. Acting on behalf of the above named firm, as its Authorized Official, I hereby authorize the Community Development Commission/Housing Authority/Housing Authority, County of Los Angeles to obtain my/our credit and financial background.

Name: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## DEVELOPER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

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Developer's Name

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Address

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Internal Revenue Service Employer Identification Number

### GENERAL

The Developer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### DEVELOPER'S CERTIFICATION

1. The Developer has a written policy statement prohibiting discrimination in all phases of employment.
2. The Developer periodically conducts a self-analysis or utilization analysis of its work force.
3. The Developer has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables.

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Name and Title of Signer

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Signature

---

Date

**COMMUNITY DEVELOPMENT COMMISSION**  
**DEVELOPER EMPLOYEE JURY SERVICE PROGRAM**  
**APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	
Company Address:	
City: Zip Code:	State:
Telephone Number:	
Solicitation For (Type of Goods or Services):	

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by

partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:



## CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Developer has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( ) ( )

OR

YES NO

Proposer of Developer is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) ( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

## **EXHIBIT I**

### **Program Guidelines**

The Los Angeles Neighborhood Land Trust (LANLT), whose purpose is to preserve, maintain, acquire, and cultivate farm land in urban areas for the purpose of improving the health and welfare of individuals, families, and communities will operate the community garden located at 10500 S. Normandie Avenue. The services, activities and support provided by LANLT will include, but not be limited to, educational programs and activities related to urban farming techniques and strategies, healthy living and nutrition programs, services and activities to raise public awareness of the health and environmental benefits to local communities resulting from urban farming, the agricultural cultivation of urban farm land, the acquisition of property for the creation of urban farms, and other charitable activities associated with these goals.

Garden member selection shall be based on a USDA means test and compliance with CDBG program regulations. The means test will have two components. First, component will be a choice for senior Developers who reside in the senior affordable housing development within a ¼ mile of the garden (first tier members). Seniors shall provide income documentation and complete the attached forms contained in Attachment 4. The second component will make the plots available to members of the general community (second tier members).

The focus of the garden will be to be self-sustaining from member fees and grants acquired. Senior members will be charged a monthly fee of \$10.00 and a deposit of fee of \$10.00. The second tier members will be strictly based on the needs test per the income self certification and first come first serve. Second tier members will be charged a monthly fee of \$30.00 and a \$50.00 deposit. All garden members will be required to sign a release of liability and a garden contract.

Any changes to the amounts charged to members and garden contract must be approved in writing by CDC. Developer shall submit proposed changes to CDC in writing 60 days prior to the proposed date of implementation for review and approval.